IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

ARBITRATION PETITION NO.115 OF 2004

...

M/s. Globex Accessories ...Petitioner

v/s.

M/s.Hitesh Enterprises ...Respondent

...

Mr.R.S.Dias for the Petitioner.

Mr.Engineer with Mr.Jayesh Vyas i/b Bilawala & Co. for the Respondent.

...

CORAM: D.K.DESHMUKH, J.

DATED: 25TH OCTOBER,2005

P.C.:

1. Only two contentions were raised before me in challenging the award. First contention is that

there is no arbitration clause between the parties and the second contention is that the petitioner is not a member of the body which constituted the arbitral tribunal.

2. So far as the first contention is concerned, admitted position is that the arbitration clause was contained in the invoices under which the goods were supplied. The Petitioner states that he did not sign the invoices, but fact remains that the Petitioner has accepted the goods without making any protest, and therefore, obviously the arbitration clause would be binding on the petitioner.

3. It is next urged that the Petitioner is not the member of the trade-body which constituted the arbitral tribunal. For a valid arbitration clause, it is not necessary that both the parties should be member of the body. The Respondent is the member of that body and the arbitration clause is contained in the invoices under which the goods were supplied, therefore, there is a valid arbitration clause. There is no substance in the Petition. It is disposed of.

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